



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

CORNERSTONE RPO, LLC,
a Virginia Limited Liability Company,

Plaintiff,

v.

GREENBRIER HOTEL CORPORATION,
a West Virginia Corporation,

Defendant.

Civil Action No.: 3:15cv611

COMPLAINT

Plaintiff, Cornerstone RPO, LLC ("Cornerstone"), by counsel, for its complaint against defendant, Greenbrier Hotel Corporation ("Greenbrier"), states as follows:

NATURE OF THE CASE

1. This action arises out of Greenbrier's failure to remunerate Cornerstone for human resource staffing services provided pursuant to a Client Services Agreement (the "Agreement"). Since 2011, Cornerstone has provided full lifecycle employment recruiting services pursuant to the Agreement with Greenbrier. As of the date of this suit, Greenbrier has failed – and refuses – to pay Cornerstone Four Hundred Twenty-Two Thousand Eight Hundred Thirty-Seven and 52/100 Dollars (\$422,837.52) for services rendered by Cornerstone. Accordingly, Cornerstone seeks damages arising from Greenbrier's breach of the Agreement.

PARTIES, JURISDICTION AND VENUE

2. Cornerstone is a limited liability company formed and existing under the laws of the Commonwealth of Virginia with its primary place of business located in Henrico County, Virginia. Cornerstone has three (3) members, each of which is a natural person and all of which are citizens of the Commonwealth of Virginia.

3. Greenbrier is a corporation formed and existing under the laws of the State of West Virginia with its primary place of business in White Sulphur Springs, West Virginia.

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds the sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), exclusive of interest and costs, and there is complete diversity of citizenship between the parties.

5. Without limitation, this Court may exercise personal jurisdiction over Greenbrier pursuant to Va. Code § 8.01-328.1(1) & (2), as Greenbrier transacts business within, and has contracted to supply services from, the Commonwealth of Virginia. In addition, pursuant to Paragraph 14 of the Agreement, the parties agreed that jurisdiction for any dispute arising out of the Agreement shall be in the United States District Court for the Eastern District of Virginia, Richmond Division.

6. Venue is proper in the Richmond Division of the United States District Court for the Eastern District of Virginia pursuant to 28 U.S.C. § 1391(b)(1) and Rule 3 of the Local Rules of this Court because a substantial portion of events giving rise to this action occurred within this Division and because the parties agreed to this Division for venue purposes pursuant to Paragraph 14 of the Agreement.

GREENBRIER'S BREACH OF THE AGREEMENT

7. Cornerstone specializes in human resources, recruiting and staffing services.

8. Greenbrier owns a mountain hotel and resort in West Virginia commonly known as "The Greenbrier."

9. On or about February 7, 2011, the parties entered into the Agreement, whereby Cornerstone agreed to provide staffing and recruiting services to Greenbrier. The Agreement

had a one-year initial term and has been automatically renewed, by its terms, in each successive year into the current twelve month period running from March 1, 2015 through March 1, 2016.

10. The Agreement provides that fees for services would be paid pursuant to a schedule of monthly fees as well as supplemental statements of work. Greenbrier agreed to pay all service fees as well as reimburse all direct expenses incurred by Cornerstone within thirty (30) days of receipt of Cornerstone's monthly invoices.

11. Cornerstone has submitted numerous monthly invoices for fees and direct expenses that have not been paid by Greenbrier.

12. As of the date of this Complaint Greenbrier has failed to pay Cornerstone for services rendered in the amount of Four Hundred Twenty-Two Thousand Eight Hundred Thirty-Seven and 52/100 Dollars (\$422,837.52).

13. Cornerstone is continuing to provide services to Greenbrier pursuant to the Contract for which additional arrearages are accruing.

14. The Agreement provides that Cornerstone is entitled to recover from Greenbrier all reasonable legal fees and costs incurred by Cornerstone to collect amounts due and owing by Greenbrier.

15. The Agreement further provides for the Greenbrier's consent to jurisdiction for any dispute arising under the Agreement in this Court.

16. Cornerstone has satisfied all conditions precedent under the Agreement to the collection of the sums due, including provision of monthly invoices to Greenbrier.

17. Greenbrier has breached the Agreement by failing to pay for fees and services in the amount of Four Hundred Twenty-Two Thousand Eight Hundred Thirty-Seven and 52/100 Dollars (\$422,837.52).

18. As a direct and proximate result of this breach, Cornerstone has been damaged in an amount not less than Four Hundred Twenty-Two Thousand Eight Hundred Thirty-Seven and 52/100 Dollars (\$422,837.52).

WHEREFORE, Cornerstone RPO, LLC requests an Order granting: (i) judgment against Greenbrier Hotel Corporation in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) reflecting the arrearages due and owing at the time of trial; (ii) pre-judgment interest at the judgment rate from July 31, 2014 to the date of judgment; (iii) post-judgment interest at the judgment rate from the date of judgment until the judgment is paid in full; (iv) an award to Cornerstone RPO, LLC of its attorneys' fees incurred herein pursuant to Paragraph 12 of the Agreement; (v) an award to Cornerstone RPO, LLC of its costs incurred herein; and (vi) such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

CORNERSTONE RPO, LLC

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